

**Amendment to Quote 1964
Agreement for City of Lincoln
Renewal No. 3**

This Amendment is hereby entered into on this 31 day of March, 2009, by and between **ProMow, PO Box 6213, Lincoln, NE 68506** (hereinafter "Contractor") and **The City of Lincoln** (hereinafter "City"), for the purpose of renewing an agreement dated July 2, 2007, under E.O. 079534 (the "Agreement") for **The Annual Requirements for Turf Maintenance for Future Fire Station, 16, Quote 1964**, a copy of which is attached hereto and made a part hereof by this reference.

WHEREAS, the original term of the Agreement is April 17, 2007 thru November 3, 2007, with the option to renew for two (2) additional one (1) year periods; and

WHEREAS, the parties wish to renew the Agreement for the an additional one (1) year term beginning April 17, 2008 thru November 3, 2008; and

WHEREAS, the parties wish to renew the Agreement for the an additional one (1) year term beginning April 17, 2009 thru November 3, 2009; and

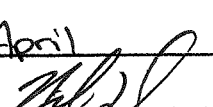
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under E.O. 079534, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning April 17, 2009 thru November 3, 2009.
- 2) In addition to the above, the following is required by Ordinance No. 4.66.100(b): All parties shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.


IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>2</u> day
of <u>April</u> 2009
 Fire Chief

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Executed this 31 day of March, 2009

Company Name: (PLEASE PRINT)	Pro Mow, Inc.
By: (PLEASE PRINT)	Traci Beck
By: (PLEASE SIGN)	
Title:	Secretary
Company Address: (PLEASE PRINT)	PO Box 6213 Lincoln NE 68506
Company Phone & Fax: (PLEASE PRINT)	402-423-5600 & fax 402-261-6528
E-Mail Address: (PLEASE PRINT)	promowinc@msn.com

**SERVICE AGREEMENT
TURF MAINTENANCE FOR FUTURE FIRE STATION 16
AT 7800 SOUTH 56TH STREET
QUOTE 1964**

COPY

This agreement, made this 2nd day of July, 2007, by and between Pro Mow, Inc.,
PO Box 6213, Lincoln, NE 68506, hereinafter referred to as Contractor, and the **City of Lincoln,**
Nebraska, a body corporate and public, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over facilities grounds, building structures, streets and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish mowing turf areas in a timely manner or when it is not an efficient use of City staff, it is then necessary to acquire additional resources for the purpose of maintaining turf.

WHEREAS, it is the purpose of this agreement to provide for the Contractor to perform such maintenance services for the City.

NOW, THEREFORE, WITNESSETH, that:

1. The Contractor hereby agrees to perform turf maintenance at the **Future Fire Station 16 vacant lot located at 7800 South 56th Street,** as herein set forth during the 2007 mowing season between **April 17, 2007 and November 3, 2007.**
2. The agreement may, by mutual consent, be renewed for two (2) additional one (1) year terms at the prices indicated below.
3. Turf area requiring mowing applications include a collective area within the vacant lot. (Refer to area map attached to this agreement).
4. Work shall involve mowing every three weeks unless requested more frequent mowing during the term of this agreement.
 - 4.1 All work shall be coordinated with the Fire Department or his designated representative.
 - 4.2 The period of time between mowings is intended to be every three weeks unless requested more frequently with a 48 hours notice, due to weather conditions.
 - 4.2.1 Fire Department shall contact the Contractor for mowing schedule adjustments during extended periods of inclement weather.
 - 4.3 Each mowing shall be performed between the hours of 7:00 am and 7:00 pm.
 - 4.4 All obstacles shall be string trimmed on the same day that mowing is performed.
 - 4.4.1 String Trimmed areas shall not exceed the established mowing height.
 - 4.4.2 Trimming shall be performed around trees, light posts, sign posts, curbs, and treatment facility structures.
 - 4.4.3 Contractor shall take caution as not to damage the trunks of trees.
 - 4.5 Grass clippings shall be mulched and evenly dispersed so that they are not left in wind rows.
 - 4.5.1 Grass shall not be blown into streets or onto sidewalks.
 - 4.5.2 Prior to mowing, the Contractor must remove litter from the areas to be mowed.

5. Equipment used in the performance of this Agreement shall be furnished by the contractor.
- 5.1 The following is a list of the Contractor's equipment to be utilized.
- 5.1.1 Mowers: _____
- 5.1.2 Trimmers: _____
- 5.1.3 Collection Equipment: _____
- 5.1.4 Transport Equipment: _____
- 5.2 All equipment must be well maintained and in a good safe operating condition.
- 5.2.1 Contractor shall provide all fuels, lubricants, maintenance and repairs.
6. Contractor's personnel shall be fully trained in commercial turf mowing and in the safe operation of Contractor's turf maintenance and transport equipment.
7. Turf maintenance services shall be performed at the following rates for the term of the agreement.
- 7.1 Total Per Mowing \$ 75.00
- 7.2 Contractor shall submit to the Fire Department monthly invoices itemizing the services invoiced.
8. The Contractor is an independent contractor for the purposes of the Agreement, and neither the Contractor nor Contractor's employees or agents shall be considered for any purpose to be employees of the City.
9. Contractor shall provide general liability insurance in the amounts of \$1,000,000 combined single limit for property damage and personal injury.
- 9.1 Contractor shall name the City as "Additional Insured" as pertains to the performance of services for the term of the Agreement.
- 9.2 The insurance policy shall insure the City from any demands, claims, causes of action at law or in equity resulting from performance of this Agreement.
- 9.3 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who perform any work under this agreement.
- 9.4 Contractor shall provide the City with certification of such insurance subject to the approval by the City Attorney.
10. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 10.1 Contractor shall comply with the provisions of chapter 11.08 of the Lincoln Municipal Code.
11. This Agreement may be canceled by either party hereto at any time during the term of the agreement upon thirty (30) days written notice.

Dated this 2nd day of July 2007.

ATTEST

Jan. E. Ross
City Clerk



City of Lincoln, Nebraska

Chris Burton
Mayor

CONTRACTOR

PRO mow Inc
Company Name

P.O. Box 6213
Street Address / P.O. Box

Lincoln NE 68506
City State Zip Code

Leonard Hernandez
By: Authorized Signature

Leonard Hernandez president
Print Name Title

CITY OF LINCOLN
COUNTY OF LANCASTER

Vince M. Mejer
Purchasing Agent

(402) 441-7410 FAX: (402) 441-6513
purchasing@lincoln.ne.gov

QUOTATION REQUEST

Quote Prices F.O.B. Destination
Lincoln, Nebraska

Date - 6/07/07
Order No. - 1964 OQ
Date Due - 06/13/07

QUOTATIONS MUST BE RECEIVED IN
THE PURCHASING DIVISION OFFICE BY
THE DUE DATE SPECIFIED ABOVE

PLEASE MAKE NECESSARY VENDOR
INFORMATION CORRECTIONS ON THIS FORM:

VENDOR INFORMATION

Return Quotation Request To:

Purchasing Division
K-Street Complex
440 S 8th St Ste 200
Lincoln NE 68508
Hinze, Shelly

Buyer

Item Number /	Description	Quantity	UM	Unit Price	Total Price
9883600	Mowing Services	1	EA	mowing / 165.00	
Mowing services for the Lincoln Fire Station 14 located at 5345 NW 1st Street as per attached drawing.					
9883600	Mowing Services	1	EA	mowing / 85.00	
Mowing services for the Lincoln Fire Training Facility along outside perimeter located at 300 South Street.					
9883600	Mowing Services	1	EA	mowing / 75.00	
Mowing at future Fire Station 15 Vacant Lot located at 7800 South 56th Street.					
Mowing will be done on a three week basis unless requested more frequently with a 48 hours notice for all three areas.					

Coming soon Electronic Bidding (E-Bidding).
Check out our Website at www.lincoln.ne.gov
for vendor registration and get your business

VENDOR MUST COMPLETE THE FOLLOWING

The undersigned represents and warrants that he/she has full and complete authority to submit this quotation and to enter into a contract upon acceptance by the City/County. The undersigned agrees to comply with all conditions above and on reverse side of this document.

COMPANY NAME Pro Mow Inc
ADDRESS P.O. BOX 6213
Lincoln, NE 68506
TELEPHONE 402-423-5600
FAX 402-421-7702
EMAIL ADDRESS _____

BY (PRINT NAME) Leonard Hernandez
SIGNATURE [Signature]
TITLE President
DATE 6-11-07
DELIVERY SCHEDULE _____

DAYS ARO